

NEW APPLICATION



0000081711

ORIGINAL

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Arizona Corporation Commission
DOCKETED

FEB 12 2008

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

T-20579A-08-0084

DOCKETED BY

MM

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☒ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☒ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☒ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- ☐ Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Curatel, LLC
1605 W Olympic Blvd, Suite 800, Los Angeles, CA 90015
866-287-2366 (telephone)
213-639-2099 (fax)
danielm@lacuracao.com (for regulatory purposes, not customers)
Customer Web Site is under construction, but will be www.curatel.com

RECEIVED
2008 FEB 12 P 4:41
AZ CORP COMMISSION
DOCKET CONTROL

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Daniel Margolis
1605 W Olympic Blvd, Suite 800, Los Angeles, CA 90015
213-639-7854 (telephone)
213-639-2099 (fax)
danielm@lacuracao.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Lewis and Roca LLP
40 North Central Avenue
Phoenix, AZ 85004
Ph.: (602) 262-5723
Fax: (602) 734-3841
Email: tcampbel@lrlaw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Araseli Garcia
1605 W Olympic Blvd, Suite 800, Los Angeles, CA 90015
213-639-7853 (telephone)
213-639-2099 (fax)
araselig@lacuracao.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☒ Limited Liability Company: _____ Arizona, ☒ Foreign
- ☐ Corporation: _____ "S", _____ "C", _____ Non-profit
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Certificate of Good Standing attached. Curatel is a member managed LLC. The only member is Adir International LLC., a Delaware limited liability company. 100% of the company is owned by Adir International LLC.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Tariff attached.

(A-10) Indicate the geographic market to be served:

☒

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

☐

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

No involvement in any such proceedings.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

None.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

☒ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes

☐ No

If "No", continue to question (A-15).

☒ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

☒ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If "No", continue to question (A-15).

☒ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:



Yes



No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Applicant plans to resell local service and long distance services from Qwest Communications.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Currently authorized in CA. California Public Utilities Commission 415-703-2782, 505 Van Ness Avenue San Francisco, CA 94102

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Currently Offer Services in CA.

Daniel Margolis, Director – Telecommunications Division, 19 years of experience in telecom including AT&T, Navigator Telecommunications, NetStream, and Curatel, LLC

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
- ☒ Decision # 64178 Resold LEC
- ☒ Decision # 64178 Facilities Based Long Distance
- ☒ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☒ Yes ☐ No

If "No," explain why and give the date on which the Applicant began operations.

Included in Attachment D.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

No, Curatel, LLC can stand on its own.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit. **\$200,000**
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification. **\$100,000**
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional

assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list. **\$30,000**

4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐

Yes

☒

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☒

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance

telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.
Applicant would like to begin selling on 5/1/2008.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

☒

Yes

☐

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☒

Yes

☐

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

☒

Yes

☐

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

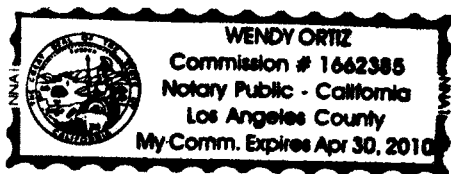
Daniel Margolis
(Signature of Authorized Representative)

2/7/08
(Date)

Daniel Margolis
(Print Name of Authorized Representative)

Director-Telecom Division
(Title)

SUBSCRIBED AND SWORN to before me this 7 day of February, 2008



Wendy Ortiz
NOTARY PUBLIC

My Commission Expires 4/30/2010

EXHIBIT A

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****CURATEL, LLC*****

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 19th day of July 2007.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 12th Day of February, 2008, A. D.




Executive Director

Order Number: 209132

EXHIBIT B

ARIZONA TELECOMMUNICATIONS TARIFF
OF

Curatel, LLC

1605 W. Olympic Blvd.
Los Angeles, CA 90015

GOVERNING
COMPETITIVE LOCAL EXCHANGE
AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications services provided by Curatel, LLC. ("Company") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 1605 W. Olympic Blvd, Los Angeles, CA 90015.

Issued: May 9, 2007
Issued By:

Effective Date: September 1, 2007

Daniel Margolis
Curatel, LLC
1605 W Olympic Blvd
Los Angeles, CA 90015

CHECK SHEET

The Title Sheet and Sheets 1 through 99 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original	31	Original	61	Original
2	Original	32	Original	62	Original
3	Original	33	Original	63	Original
4	Original	34	Original	64	Original
5	Original	35	Original	65	Original
6	Original	36	Original	66	Original
7	Original	37	Original	67	Original
8	Original	38	Original	68	Original
9	Original	39	Original	69	Original
10	Original	40	Original	70	Original
11	Original	41	Original	71	Original
12	Original	42	Original	72	Original
13	Original	43	Original	73	Original
14	Original	44	Original	74	Original
15	Original	45	Original	75	Original
16	Original	46	Original	76	Original
17	Original	47	Original	77	Original
18	Original	48	Original	78	Original
19	Original	49	Original	79	Original
20	Original	50	Original	80	Original
21	Original	51	Original	81	Original
22	Original	52	Original	82	Original
23	Original	53	Original	83	Original
24	Original	54	Original	84	Original
25	Original	55	Original	85	Original
26	Original	56	Original	86	Original
27	Original	57	Original	87	Original
28	Original	58	Original	88	Original
29	Original	59	Original	89	Original
30	Original	60	Original	90	Original

Issued: May 9, 2007

Effective Date: September 1, 2007

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Daniel Margolis
Curatel, LLC
1605 W Olympic Blvd
Los Angeles, CA 90015

CHECK SHEET, continued

Sheet	Revision	Sheet	Revision	Sheet	Revision
91	Original	121	Original		
92	Original	122	Original		
93	Original	123	Original		
94	Original	124	Original		
95	Original	125	Original		
96	Original	126	Original		
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102	Original	132	Original		
103	Original	133	Original		
104	Original	134	Original		
105	Original	135	Original		
106	Original	136	Original		
107	Original	137	Original		
108	Original	138	Original		
109	Original	139	Original		
110	Original	140	Original		
111	Original	141	Original		
112	Original	142	Original		
113	Original	143	Original		
114	Original	144	Original		
115	Original	145	Original		
116	Original	146	Original		
117	Original	147	Original		
118	Original	148	Original		
119	Original	149	Original		
120	Original	150	Original		

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Daniel Margolis
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or Page.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level.
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Sheets contained in the tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The tariff user should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

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Daniel Margolis
Curatel, LLC
1605 W Olympic Blvd
Los Angeles, CA 90015

APPLICATION OF TARIFF

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange and intrastate interexchange telecommunications Services offered by Curatel, LLC ("Company") to Customers located within the State of Arizona.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Public Utility Commission of Arizona.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 1605 W. Olympic Blvd., Los Angeles, CA 90015.
- F. **IMPORTANT NOTE TO SUBSCRIBERS: THE SUBSCRIBER ACKNOWLEDGES THAT COMPANY OFFERS COMBINED OR "BUNDLED" LOCAL EXCHANGE, INTERLATA INTEREXCHANGE, INTERLATA INTEREXCHANGE, AND INTERNATIONAL TOLL SERVICES. BY SUBSCRIBING TO COMPANY'S SERVICE, AGREES THAT COMPANY WILL BE SUBSCRIBER'S PRESUBSCRIBED LOCAL, INTRALATA TOLL, INTERLATA TOLL, AND INTERNATIONAL CARRIER, AND THAT THE SUBSCRIBER WILL BE PRECLUDED FROM PRESUBSCRIBING TO OTHER CARRIERS WHILE A SUBSCRIBER OF COMPANY'S SERVICE.**

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff for Services of Company are defined below.

Anonymous Call Rejection:

Permits customers to automatically reject incoming calls when the call originates from a telephone number that has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Rejection is activated on the customerTMs line and an incoming call marked private is received, the call will be routed to an announcement that informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Business Service:

A Service that conforms to one or more of the following criteria:

the Service is primarily for paid commercial, professional or institutional activity; or

the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or

the Service number is listed as the principal or only number for a business in any telecommunications directory; or

the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Call Forwarding:

Permits a Customer to automatically transfer all incoming calls to another dialable telephone number.

Issued: May 9, 2007
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Daniel Margolis
Curatel, LLC
1605 W Olympic Blvd
Los Angeles, CA 90015

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Call Forwarding Busy/Don't Answer:

Automatically reroutes an incoming call to a Customer predestinated number when the called number is busy or is not answered after a designated delay.

Call Trace:

Permits a Customer to automatically trace the telephone number of the line.

Call Waiting:

Provides a tone signal when a second call comes through a line in use.

Call Waiting ID:

An enhanced feature of Call Waiting and Caller ID. Call Waiting ID displays a new incoming caller's name and number on a separate unit prior to answering. Call Waiting ID requires Call Waiting and Caller ID service.

Called Station:

The terminating point of a call (i.e., the called number).

Caller ID and Name Delivery:

Permits a Customer to determine who is calling by displaying the caller's name and number when available.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Caller ID Blocking:

Permits a Customer to withhold display of their telephone number, on an individual basis, from the telephone instrument of the party receiving the Customer's call. However, a Business Customer that places calls for telemarketing purposes shall not be permitted to withhold display of their telephone number.

Carrier:

A company authorized by the Arizona Commerce Commission to provide telecommunications services.

Channel:

A communications path between two or more points of termination.

Collect Call:

A billing arrangement where a call is billed to the called station.

Commission:

The Arizona Corporation Commission

Company:

Curatel, LLC

Customer:

The person, firm, corporation or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises:

A location(s) designated by the Customer for the purposes of connecting to Company's Services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Customer Premises Equipment (CPE):**

Equipment located at the Customer's Premises for use with Company's Services.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

Distinctive Ringing:

Allows a Customer to designate telephone numbers from which incoming calls will have a distinctive ring.

Facility:

Includes, in the aggregate or otherwise, but is not limited to, the following:

channels	lines
apparatus	devices
equipment	accessories
communications paths	systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

Force Majeure:

Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Local Service:

Telephone exchange service within a local calling area.

Person-to-Person:

A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

Residential Service:

A service which does not meet the definition of a business service and conforms to the following criteria:

the use of the Service is primarily and substantially of a social or domestic nature; and the Service is located in a residence, or in the case of a combined business and residential Premises, the service is located in the residential section of the Premises.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Selective Call Acceptance:

Permits only selected incoming calls will be allowed to connect.

Selective Call Forward:

Automatically transfers specified calls to a different number. Permits a user to program up to 12 directory numbers to automatically forwarded to any 7 or 10 digit numbers.

Selective Call Rejection:

Routes selected incoming calls to a pre-recorded announcement that calls are not being accepted.

Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff.

Speed Calling: 8 and 30 Code Capacity:

Allows a Customer to dial up to 8 or 30 pre-selected numbers using an abbreviated dialing sequence.

Station:

Each telephone on a line where no telephone number associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Station-to-Station:

Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Subscriber

The individual or entity obtaining service from the Company under this tariff.

Telecommunications Relay Service (TRS):

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Three Way Calling:

Allows a Customer to add a third-party to an established connection without operator assistance.

Voice Mail:

A system that records messages for a customer. When associated with Call Forwarding Busy/Don't Answer, it will answer calls for a customer who is busy or not answering.

White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

Working Day:

Any day on which Company's business office is open and the U.S. Mail is delivered.

"69 Call Return:

Call Return calls back the last number called to Customer within in the last 30 minutes even if the phone was not answered.

"66 Repeat Dialing:

Allows for continuous redialing of a busy number until the line is free.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. CUSTOMER'S USE OF SERVICE**

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. CUSTOMER'S USE OF SERVICE, Continued

- 2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. APPLICATION FOR SERVICE**

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded under Section 2.6.1. below.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the "Cancellation or Modification of Service by Customer" Section of this Tariff.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.3.7. THE SUBSCRIBER ACKNOWLEDGES THAT COMPANY OFFERS COMBINED OR "BUNDLED" LOCAL EXCHANGE, INTERLATA INTEREXCHANGE, INTERLATA INTEREXCHANGE, AND INTERNATIONAL TOLL SERVICES. BY SUBSCRIBING TO COMPANY'S SERVICE, AGREES THAT COMPANY WILL BE SUBSCRIBER'S PRESUBSCRIBED LOCAL, INTRALATA TOLL, INTERLATA TOLL, AND INTERNATIONAL CARRIER, AND THAT THE SUBSCRIBER WILL BE PRECLUDED FROM PRESUBSCRIBING TO OTHER CARRIERS WHILE A SUBSCRIBER OF COMPANY'S SERVICE.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3 APPLICATION FOR SERVICE, continued

2.3.8 Company may refuse to provide service for any of the following reasons:

- A. The applicant has an outstanding amount due for Company's services and the applicant is unwilling to make acceptable arrangements with Company for payment.
- B. A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel or facilities.
- C. Refusal by the applicant to provide Company with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.
- D. Customer is known to be in violation of Company 's tariffs filed with the Commission.
- E. Failure of the customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by Company as a condition for providing service.
- F. Applicant falsifies his or her identity for the purpose of obtaining service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. DEPOSITS

- 2.4.1.** Company may require a deposit in order to provide service to a customer who has not met its credit criteria. Deposit rules will be in accordance with Commission regulations.
- 2.4.2.** The amount of the deposit will be no more than two months of the estimated average Customer bill or two month estimated average monthly bill for the same class of service, whichever is greater.
- 2.4.3.** The deposit will be applied to Customer's account with applicable interest after 12 months of on-time payments or upon closing the account.
- 2.4.4.** Company may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.

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SECTION 2 - RULES AND REGULATIONS, Continued

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT

2.5.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing; or
- B. Providing a suitable guarantee in writing, in a form presubscribed by Company.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CREDIT, Continued**

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
- D. The applicant provides accurate credit information as appropriate.

2.5.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. CREDIT, Continued

- 2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
- 2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit pursuant to Section 2.4.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. PROVISION AND MAINTENANCE OF SERVICE**

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. PROVISION AND MAINTENANCE OF SERVICE, continued

- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment and personnel from harm.
- 2.6.6. Service will continue to be provided until cancelled by the Customer on not less than thirty (30) days notice.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. MINIMUM SERVICE PERIOD**

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariff rate for Service for the minimum period of Service. If a Customer disconnects Service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- 2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. CUSTOMER RESPONSIBILITIES, Continued

- 2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.
- 2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Non-recurring charges and charges based on actual usage are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within twenty one (21) days after the date of posting are subject to a **1.5** percent late payment charge for the unpaid balance.
- 2.9.4. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.9.5. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer per check.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

- 2.9.6. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12)-month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.
- 2.9.7. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.
- 2.9.8. Billing disputes should be addressed to Company's Customer service organization via a toll-free telephone number, 866.287.2366 Customer service representatives are available from 8:00 a.m. to 9:00 p.m. Pacific Time, Monday through Friday and from 8:00 a.m to 8:00 p.m. on Saturday and Sunday.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.9. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. Company will respond to the Commission's requests for information within ten (10) business days.
- F. The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer and Company, and require disbursement according to those results.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.10. Disputed Bills, continued

- G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due By Date shown on the bill.

- H. The address and telephone number of the Commission is:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: 602.542.425 1
Toll Free: 800.222.7000

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. TAXES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.11.2. Credit allowances will be given in accordance to this Section 2.1 1. for interruptions of Service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier, and are subject to the general limitation of liability provisions set forth in Section 2.15. herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control. Otherwise customer credits will be given in accordance with Section 2.24.
- 2.11.3. For purposes of computing a credit under Section 2.1 1. every month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER**

- 2.12.1. Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in Section 2.12.3. will apply to the extent Company has not yet recovered the costs described in Section 2.12.3. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated and the charges due under Section 4 apply.
- 2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY

2.13.1. Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or
- C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or
- D. For use of Company's Services for any purpose other than that described in the application; or
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of unauthorized or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

2.13.2. Company may discontinue service according to the following conditions upon written notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

2.13.3. The discontinuance of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein are not exclusive, and Company is at all times be entitled to all the rights available to it under law or equity.

2.13.6. Company may refuse to permit collect calling, calling card, and third number billing w which it determines to be fraudulent and/or may limit the use of these billing options or Services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. RESTORATION OF SERVICE

- 2.14.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.
- 2.14.2. When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY**

2.1 5.1. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
- C. A breach in the privacy or security of communications transmitted over company's facilities; or
- D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment; or
- E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.1 5.1. Continued

- G. Violations of the obligations of the Customer under this Tariff; or
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees; or
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued****2.15.1. Continued**

N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:

1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company; or
2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
3. A third party.

O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or

P. Any unauthorized use of the Service provided to Customer.

2.15.2. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or a the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued**

- 2.15.3. The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Tariff. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.
- 2.15.4. The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.
- 2.15.5. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- 2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.7. With respect to Emergency Number 911 Service:

- A. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- B. Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.15.8. With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15 LIMITATION OF LIABILITY, Continued

2.15.8. With respect to Directory Listing Service:, Continued

- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.15.9. Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 2.6.1 or for any failure to provide or maintain Service at any particular performance level.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued**

2.15.10. Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. NOTICES**

Any notice Company may give to a Customer will be deemed properly given when delivered, if delivered in person, or when deposited with the US. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION**

- 2.17.1 Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of Customer.
- 2.17.2. Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION,
Continued

- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5 Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.18. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

- 2.18.1. The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.
- 2.18.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.

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2.19. PROMOTIONAL OFFERINGS

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Specific promotional offerings in effect are listed in section 5 of this Tariff.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of facilities and Services;
- B. Monthly Rates for availability and use of facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

3.1.2. Timing of Calls

- A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- B. For measured calls, the minimum call duration for billing purposes is one minute increments with one minute billing increments thereafter, unless otherwise stated.
- C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- D. There is no billing for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, continued

3.1.3. Service Areas

- A. Unless otherwise specified in this tariff, local exchange boundaries and rate centers are the same as those contained in Qwest's Local Exchange Tariff currently on file with the Commission.
- B. Unless otherwise specified in this tariff, Company's interexchange (toll) Service area is statewide.
- C. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.
- D. Basic Exchange Access Services are offered in three general access areas for which rates differ. Customers are grouped into urban, suburban, and rural, zones 1,2, and 3, respectively, as defined by the Commission.

3.1.4. Service Connection Charges

- A. Service Connection Charges are nonrecurring charges for establishing or notifying Services. Service Connection Charges are incurred by Customer-initiated requests only.
- B. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
- C. The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, continued

3.1.4. Service Connection Charges, continued

- D. Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- E. Customer requests performed on an out-of-hours basis shall also incur an add-on to applicable Service Connection Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- F. Service Connection Charges for the initial establishment of Service are payable with the first bill rendered for Service.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. CURATEL, LLC SERVICES**

3.2.1. Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Services as set forth in other Company tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
- G. Access Operator-Assisted Calling Services; and
- H. Access Directory Assistance.

3.2.2. Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services may be blocked by Company's facilities.

3.2.3. Local service Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

SECTION 4 - RATES

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4.1 BASIC BUSINESS SERVICE**4.1.1 Applicability**

These rates are applicable to measured single line local exchange business service.

4.1.2 Territory

Within the base rate areas of all exchanges as shown and defined in Qwest's current and effective tariffs on file with the Arizona Corporation Commission.

4.1.3 Rates**A. Service Establishment**

To process an order for service (per line, per order):

Minimum	Maximum
\$45.89	\$89.11

B. Service Charge

	Minimum	Maximum
Initial Line (per line, per month)	\$6.23	\$12.37
Each Additional Line (per line, per month)	\$7.08	\$17.06

C. Long Distance Access

Minimum	Maximum
\$1.91	\$3.79

SECTION 4 - RATES, Continued

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4.1 BASIC BUSINESS SERVICE, Continued**4.1.3 Rates, Continued****D. Usage Based IntraLATA Toll Service**

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute Minimum	First Minute Maximum
1 & 2	\$0.0186	\$0.0369
3	\$0.0452	\$0.0899
IntraLATA	\$0.0730	\$0.1450

Peak Period Rate (Monday through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.0059	\$0.0117
3	\$0.0101	\$0.0200
IntraLATA	\$0.0730	\$0.18203

Off-Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute Minimum	First Minute Maximum
1 & 2	\$0.0130	\$0.0260
3	\$0.0317	\$0.0629
IntraLATA	\$0.0560	\$0.1184

Off-Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.0039	\$0.0083
3	\$0.0070	\$0.0140
IntraLATA	\$0.0560	\$0.1184

SECTION 4 - RATES, Continued

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4.1 BASIC BUSINESS SERVICE, Continued**4.1.3 Rates, Continued****E. Hunting Service Charge**

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non- Recurring Charge	Maximum Non- Recurring Charge
Per line	\$0.34	\$0.67	\$20.10	\$39.99

F. Business Custom Calling Features

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non- Recurring Charge	Maximum Non- Recurring Charge
Anonymous Call Rejection	\$2.48	\$4.99	\$3.08	\$5.99
Call Forwarding	\$2.61	\$5.17	\$3.82	\$7.58
Three Way Calling	\$2.61	\$5.17	\$3.82	\$7.58
Speed Calling 8	\$2.61	\$5.17	\$3.82	\$7.58
Speed Calling 30	\$3.73	\$7.39	\$3.82	\$7.58
Call Forwarding Busy/Don't Answer	\$2.67	\$5.31	\$3.82	\$7.58
Voice Mail (not available in a bundle)	\$5.06	\$10.04	\$6.67	\$13.23
Call Waiting	\$2.61	\$5.17	\$3.82	\$7.58
Distinctive Ringing	\$3.16	\$6.18	\$3.82	\$7.58
*69 Call Return	\$3.16	\$6.18	\$3.82	\$7.58
*66 Repeat Dialing	\$3.16	\$6.18	\$3.82	\$7.58
Selective Call Acceptance	\$3.16	\$6.18	\$3.82	\$7.58
Selective Call Rejection	\$3.16	\$6.18	\$3.82	\$7.58
Selective Call Forward	\$2.18	\$4.32	\$3.02	\$0.00
Call Trace	\$3.16	\$6.18	\$3.82	\$7.58
Call Trace—Law Enforcement	\$0.00	\$0.00	\$0.00	\$7.58
Call ID and Call Name Delivery	\$4.77	\$9.47	\$3.82	
Call ID Blocking	\$0.00	\$0.00	\$0.00	\$0.00
Call Waiting ID	\$2.01	\$4.99	\$3.82	\$7.58

1. A single installation fee applies when three or more features (identified by reference to this note) are ordered at the same time.

SECTION 4 - RATES, Continued**4.1 BASIC BUSINESS SERVICE, Continued**

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4.1.3 Rates, Continued

G. Per Use Features

	Minimum	Maximum
*69 Call Return	\$0.64	\$1.26
*66 Repeat Dialing	\$0.64	\$1.26
Three Way Calling	\$0.64	\$1.26

H. Business Packaged Service Plans

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SECTION 4 - RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

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SECTION 4 - RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

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SECTION 4 - RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans, Continued

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SECTION 4 - RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates (Cont'd)

H. Business Packaged Service Plans (Cont'd)

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SECTION 4 - RATES, Continued

4.1 BASIC BUSINESS SERVICE, Continued

4.1.3 Rates, Continued

H. Business Packaged Service Plans (Cont'd)

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SECTION 4 - RATES, Continued**4.1 BASIC BUSINESS SERVICE, Continued****4.1.4 Special Terms and Conditions**

Charges for calls are based on the period in which the call is made, the length of the call and the zone from which the call is made. Peak and Off Peak Periods are as follows:

Peak Period	Monday through Friday, 6:00 a.m. – 5:59 p.m.
Off Peak Period	All non-peak periods plus recognized holidays.

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4.2 BASIC RESIDENTIAL SERVICE**4.2.1. Applicability**

These rates are applicable to single line local exchange residential service.

4.2.2. Territory

Within the base rate areas of all exchanges as shown and defined in Qwest's current and effective tariffs on file with the Arizona Corporation Commission.

4.2.3. Rates**A. Service Establishment**

To process an order service	Minimum	Maximum
(per line, per order):	\$22.11	\$43.89

B. Service Charge

	Minimum	Maximum
(per line, per month):	\$11.36	\$22.54

C. Long Distance Access

Minimum	Maximum
\$3.32	\$6.58

SECTION 4 - RATES, Continued

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4.2 BASIC IRRESIDENTIAL SERVICE, Continued**4.2.3 Rates, Continued****D. Usage Based IntraLATA Toll Service**

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute Minimum	First Minute Maximum
1 & 2	\$0.0000	\$0.000
3	\$0.0054	\$0.106
IntraLATA	\$0.0047	\$0.093

Peak Period Rate (Monday through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.000	\$0.000
3	\$0.03	\$0.239
IntraLATA	\$0.03	\$0.093

Off-Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.000	\$0.000
3	\$0.03	\$0.080
IntraLATA	\$0.03	\$0.093

Off-Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	Add'l Minute Minimum	Add'l Minute Maximum
1 & 2	\$0.000	\$0.000
3	\$0.03	\$0.160
IntraLATA	\$0.03	\$0.093

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SECTION 4 RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.3 Rates, Continued****E. Individual Residential Toll Calling Plans**

Plan Name	Non-Recurring Charge	Minimum Long Distance Usage	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge	Long Distance Rates
LD Bronze	\$0.00	\$0.00	\$0.00	\$0.00	Bronze
LD Silver	\$0.00	\$0.00	\$.95	\$4.95	Silver
LD Gold	\$0.00	\$19.95	\$1.95	\$9.95	Gold
LD Platinum	\$0.00	\$59.95	\$3.95	\$19.95	Platinum
Unlimited Domestic	\$0.00	\$0.00	\$14.95	\$39.95	USA Free

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SECTION 4 - RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.3 Rates, Continued****F. Residential Customer Calling Features**

	Minimum Recurring Charge	Maximum Recurring Charge	Minimum Non- Recurring Charge	Maximum Non- Recurring Charge
Anonymous Call Rejection	\$1.21	\$4.99	\$3.02	\$5.99
Call Forwarding	\$2.11	\$4.99	\$3.02	\$5.99
Three Way Calling	\$2.08	\$4.99	\$3.02	\$5.99
Speed Calling 8	\$2.08	\$4.99	\$3.02	\$5.99
Call Forwarding Busy/Don't Answer	\$2.08	\$4.99	\$3.02	\$5.99
Voice Mail (not available in a bundle)	\$2.95	\$10.04	\$3.02	\$5.99
Call Waiting	\$2.01	\$4.99	\$3.02	\$5.99
Call Waiting ID	\$1.91	\$4.99		
Distinctive Ringing	\$2.18	\$4.99	\$3.02	\$5.99
*69 Call Return	\$2.08	\$4.99	\$3.02	\$5.99
*66 Repeat Dialing	\$2.08	\$4.99	\$3.02	\$5.99
Selective Call Acceptance	\$2.18	\$4.99	\$3.02	\$5.99
Selective Call Rejection	\$2.08	\$4.99	\$3.02	\$5.99
Selective Call Forward	\$2.08	\$4.99	\$3.02	\$5.99
Call Trace—Law Enforcement	\$3.35	\$6.65	\$3.35	\$6.65
Call ID and Call Name Delivery	\$3.92	\$7.78	\$3.02	\$5.99
Call ID Blocking	\$0.00	\$0.00	\$0.00	\$0.00

Call Trace is only available in conjunction with investigatory actions by law enforcement agencies. Nonrecurring charge applies upon activation of the feature. Subscriber will be charged \$5.00 per trace, up to a maximum of \$25.00 in any month.

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SECTION 4 - RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.3 Rates, Continued****G. Per Use Features**

	Minimum	Maximum
*69 Call Return	\$0.64	\$1.26
*66 Repeat Dialing	\$0.64	\$1.26
Three Way Calling	\$0.64	\$1.26

4.2.4. Special Terms and Conditions

Charges for calls are based on the period in which the call is made and zone from which the call is made. Peak and Off periods are as follows.

Peak Period	Monday through Friday, 6:00 a.m. – 5:59 p.m.
Off Peak Period	All non-peak periods plus selected holidays.

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SECTION 4 - RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.5. Residential Packaged Service Plans****A. Silver**

Provides local access, IntraLATA access and unlimited local calling. Interlata and international calling are provided at the LD Silver rates. No calling features are included in this package.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$14.75	\$29.99

B. Gold

Provides local access, IntraLATA access and unlimited local calling. Interlata and international calling are provided at the LD Gold rates. Call Waiting is included in this package. Company may allow Customer to substitute a different feature.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$17.75	\$34.99

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SECTION 4 - RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.5. Residential Packaged Service Plans, Continued****C. Platinum**

Provides local access, IntraLATA access and unlimited local calling. Interlata and international calling are provided at the LD Platinum rates. Call Waiting is included in this package. Company may allow Customer to substitute a different feature.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$22.11	\$43.89	\$22.75	\$39.99

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SECTION 4 - RATES, Continued**4.2 BASIC RESIDENTIAL SERVICE, Continued****4.2.5. Residential Packaged Service Plans, Continued****D. Valor 3**

Provides 3 features: Call Waiting, Caller ID, and Three-Way Calling. This requires a Silver, Gold, or Platinum Local Residential Package. Company may allow Customer to substitute different features.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$9.99	\$9.99	\$2.50	\$19.99

E. Valor 10

Provides 10 features: Call Waiting, Caller ID, Three-Way Calling, Call Waiting ID, Caller ID Block, 900.976 Block, Call Forwarding, Call Forward Busy/No Answer, Call Return, Repeat Dial. This requires a Silver, Gold, or Platinum Local Residential Package. Company may allow Customer to substitute different features.

Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Minimum Monthly Recurring Charge	Maximum Monthly Recurring Charge
\$9.99	\$9.99	\$4.50	\$29.99

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SECTION 4 - RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE

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4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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SECTION 4 - RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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SECTION 4 - RATES, Continued

4.3 RESIDENTIAL LIFELINE SERVICE, Continued

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES****4.4.1. Change Charges, Service Charges****A. To change class, type, or grade of service (per line or trunk, per order):**

	Minimum Non-Recurring Charge	Maximum Non-Recurring Charge	Monthly Rate
PIC Change Charge	\$4.95	\$19.95	N/C
Regrade to ULTS	\$5.03	\$ 9.96	N/C
Move Order (non-LIFELINE)	\$22.11	\$43.89	N/C
Move Order (LIFELINE)	\$6.70	\$13.30	N/C
Telephone Number Change	\$14.95	\$37.91	N/C
Remove Voice Mail	\$4.95	\$19.95	N/C
Remove Feature (a la carte)	\$4.95	\$19.95	N/C
Call Trace	\$ 3.02	\$33.25	N/C
Reinstate from Suspend			N/C
Residential Customers	\$16.75	\$46.55	N/C
Business Customers	\$23.45	\$39.95	N/C
Change Bill Responsibility	\$4.95	\$19.95	N/C
Change Bill Language	\$3.35	\$19.95	N/C
Bundle Upgrade	\$4.95	\$19.95	N/C
Bundle Downgrade/Change	\$4.95	\$19.95	N/C
Remove Calling Plan	\$4.95	\$19.95	N/C
Remove 66 Blocking/69	\$4.95	\$ 6.65	N/C
Blocking			
Remove other restrictions	\$3.35	\$ 6.65	N/C
Remove Inside Wire	\$3.35	\$ 6.65	N/C

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES****4.4.1. Change Charges, Service Charges, Continued****B. Service Charges**

25 Pair Termination Blocks				
	Minimum Flat Rate	Maximum Flat Rate	Minimum Timed Rate	Maximum Timed Rate
Installation, per 25-pair cable complement installed	\$83.75	\$166.25	N/C	N/C
Rearrangements	N/C	N/C	\$56.95/1 st Hour	\$113.05/1 st Hour
			\$14.41/15min. for each hour thereafter	\$28.60/15 min. for each hour thereafter
Jacks, connect work only				
Installation, fist station	\$83.75	\$166.25	N/C	N/C
Installation, second through fifth station, per station	\$40.20	\$79.80	N/C	N/C
Installation, sixth + station, per station	\$30.15	\$59.85	N/C	N/C
Jack, each jack	\$ 4.02	\$ 7.98	N/C	N/C
Missed Appointment Charge	\$30.15	\$59.85	N/C	N/C

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.1 Change Charges, Service Charges, Continued****C. Repairs****1. Business Repair Service Insurance**

Curatel, LLC customers who elect to be covered by the insurance plan for business repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 30 day waiting period before a claim for insurance covered repair may be filed.

Monthly recurring		Non Recurring	
Minimum: Charge, per line covered	Maximum: Charge per line covered	Minimum: Charge, per line covered	Maximum: Charge, per line covered
\$2.68	\$5.32	\$2.68	\$5.32

Curatel Business Telephone Repair Service insurance covers the labor rate for repair of business inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. Insurance does cover isolation of a problem to a faulty piece of equipment or hardware. Inside the business signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service or insurance plan.

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.1 Change Charges, Service Charges, Continued****C. Repairs, Continued****2. Residential Repair Service Insurance**

Curatel, LLC customers who elect to be covered by the insurance plan for residential repair service shall be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 7 business day waiting period before a claim for insurance covered repair service may be filed. In addition, if it is determined that the problem being repaired existed before the coverage began, it will not be covered.

Qwest	Monthly recurring Charge		Non-recurring Charge	
Per line covered	Minimum	Maximum	Minimum	Maximum
	\$1.98	\$4.95	\$1.98	\$4.95

Curatel, LLC Residential Telephone Repair Service insurance covers the labor rate for repair of residential inside wiring and includes all standard wiring, jacks and connections. Insurance excludes repair of any and all equipment or hardware such as telephones, facsimile machines, modems and answering machines. **Insurance does cover isolation of a problem to a faulty piece of equipment or hardware.** Inside the residence signal cords from a jack to a particular piece of hardware or equipment is likewise not included in the repair service insurance plan. Repair is covered only in permanent residential building structures and specifically excludes commercial buildings, temporary or portable buildings, trailers or mobile buildings such as construction sheds, motor vehicles and marine vessels. Dispatch for reported problems not related to inside wire will be billed.

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.1 Change Charges, Service Charges, Continued****C. Repairs (Cont'd)****3. Repair Charges - Uninsured Customers**

Uninsured customers may purchase inside wiring repair service at a fixed hourly rate with a one-hour minimum charge. Hourly rates, after the first hour, are charged in 15 minute increments rounded up to the nearest 15 minute time. The billing for non-insured service is as follows:

Time	Minimum Rate	Maximum Rate
First Hour	\$49.92	\$149.99
Additional Hours:		
1 to 15 minutes	\$12.48	\$37.50
16 to 30 minutes	\$24.96	\$75.00
31 to 45 minutes	\$37.44	\$112.50
46 to 60 minutes	\$49.92	\$149.99

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.2. Directory Listings; Distribution of Directories**

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of Qwest. Except as provided below, such listings will be charged in accordance with Qwest listing service tariff schedules, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Except as provided below, subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

Curatel, LLC customers may not make a-la-carte listing requests, such as requesting a listing in Directory Assistance but not in the White Pages. Customers who wish to change their listing status, e.g., published to non-published, will be charged the following fee each time a listing status is changed:

Listing Status Change Fee, Per Change

Minimum	Maximum
\$3.35	\$6.65

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.3. Non-Published Service**

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies.

Qwest Serving Area	
Minimum	Maximum
\$0.19	\$0.99

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.4. Directory Assistance**

Users of the company's calling services (excluding 800 services) may obtain assistance in determining telephone numbers within Arizona by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

A. Intrastate Directory Assistance (standard query)

	Charge	
	Minimum	Maximum
Business (per call)	\$0.64	\$1.26
Residence (per call)	\$0.31	\$0.99

B. National Directory Assistance (standard query)

	Charge	
	Minimum	Maximum
	\$0.84	\$1.66

C. Reverse Directory Assistance

	Charge	
	Minimum	Maximum
(per call)	\$0.84	\$1.66

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.4. Directory Assistance, Continued****D. Directory Assistance Call Completion (automated and semi-automated)**

	Charge	
Connection (per call)	Minimum	Maximum
Business	\$0.23	\$0.49
Residence	\$0.22	\$0.49
Usage	Minimum	Maximum
First Minute	\$0.11	\$0.23
Second Minute	\$0.08	\$0.15

E. A credit will be given for calls to Directory Assistance when:

1. the Customer experiences poor transmission or is cut-off during call.
2. the Customer is given an incorrect telephone number, or the Customer inadvertently mis-dials an incorrect Directory Assistance NPA.
3. to receive a credit, the Customer must notify the Company of the problem experienced.

Usage billed in one minute increments. Usage rounded up to the next full one minute increment.

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.5. Operator Services****A. Per Call Charges****1. Basic Operator (operator handled, sent-paid station-to-station service)**

	Charge	
	Minimum	Maximum
Live Operator	\$0.99	\$2.19
Automated	\$0.49	\$1.26

2. Calling Card (station-to-station call charged to acceptable telephone company calling card)

	Charge	
	Minimum	Maximum
Live Operator	\$0.99	\$2.53
Automated	\$0.49	\$1.26

2. Third-Party Billing Collect (station-to-station service)

	Charge	
	Minimum	Maximum
Live Operator	\$1.99	\$4.79
Automated	\$0.99	\$2.39

3. Person-to-Person Service

	Charge	
	Minimum	Maximum
	2.68	\$5.32

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.5 Operator Services, Continued****A. Per Call Charges, Continued****4. Busy Line Verification (BLV) and Emergency Interrupt (EI)**

	Charge (per call)	
	Minimum	Maximum
BLV	\$1.99	\$3.99
EI	\$3.99	\$7.99

B. Usage Charges (Usage billed in one-minute increments. Usage rounded up to the next full one minute increment.)

	Minimum	Maximum
First Minute	\$0.11	\$0.23
Second Minute	\$0.08	\$0.16

4.4.6. End User Common Line Charges (for interstate access; included in tariff for informational purposes only)**A. Qwest Service Area**

	Charge	
	Minimum	Maximum
Primary Residential Line, Single Line Business, per month	\$3.99	\$7.93
Additional Residential Lines, per line, per moth	\$4.69	\$9.31

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.7. 900/976 Blocking**

- A. The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.
- B. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.
- C. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.8. Non-Recurring Service Fees****A. Check Returned Fee**

Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

B. Late Payment Fee

A Late Payment Fee of 1.5% per month will be charged if a Customer's past due balance is more than \$10.00.

C. Telephone Payment Convenience Fee

Customer may elect to pay the Company's bills over the telephone by charging the billed amount to an acceptable MasterCard or Visa credit card account in Customer's name. A nonrecurring fee will be assessed for use of this payment option.

Non-recurring	
Minimum	Maximum
\$2.35	\$9.99

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SECTION 4 - RATES, Continued**4.4 MISCELLANEOUS RATES AND CHARGES, Continued****4.4.9. Toll Blocking and Long Distance Blocking**

Toll Blocking prevents the completion of billable IntraLATA (Local Toll) calls, and InterLATA (Long Distance) calls from the Subscriber's telephone. Long Distance Blocking prevents the completion of outbound billable InterLATA (Long Distance) calls from Subscriber's telephone. These options will not prevent the completion of outbound calls using directory assistance call completion services, inbound collect calls, or third party calls billed to Subscriber's telephone number. Toll Blocking and Long Distance Blocking are provided only where facilities and operating conditions permit.

	Recurring Charge (per line, per month)	
	Minimum	Maximum
Toll Blocking	\$1.49	\$2.99
Long Distance Blocking	\$1.49	\$2.99

There is no charge for establishing Toll Blocking or Long Distance Blocking at the time Subscriber's service over the affected telephone line is established. Subscribers adding Toll Blocking or Long Distance Blocking after service over an affected telephone line has already been established will be assessed a nonrecurring service change fee of \$15.00. There is no charge for removing Toll Blocking or Long Distance Blocking.

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SECTION 4 - RATES, Continued**4.5 INTERCARRIER ARRANGEMENTS****4.5.1. Interconnection and Termination of Traffic****A. Termination of Traffic**

The Company will terminate local traffic for local exchange carriers and other competitive local carriers with which it interconnects. Terms, conditions, and compensation methods for handling such traffic will be negotiated on a case-by case basis.

4.5.2. Provisions for Number Portability

If requested by another local exchange carrier, the Company will automatically forward calls, which are dialed to a number assigned by the Company, to a former subscriber being served by a different carrier. The forwarding of such calls shall be undertaken in accordance with, and subject to, all of the tariff rates, terms and conditions applicable to reciprocal call forwarding services provided by the incumbent LEC's and the Company hereby concurs in and incorporates by reference such tariff provisions.

4.5.3. Switched Access Services

Switched Access Service is available to interexchange carriers for originating or terminating intrastate interexchange calls to end user subscribers over local exchange lines furnished by the Company. The Company concurs in, and Switched Access Service is provided pursuant to and in accordance with, the intrastate switched access service tariff schedules of QWEST on file with the Commission that are current and in effect as of the effective date of this tariff sheet. Reference is hereby made to those schedules for all rules, rates, terms, and conditions applicable to intrastate switched access services provided by the Company in the respective service areas of those incumbent local exchange carriers. Such rules shall supersede any inconsistent rules set forth in this tariff.

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SECTION 4 - RATES, Continued**4.6 TAXES AND SURCHARGES**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fee set forth below:

4.7 SERVICE PROVIDER NUMBER PORTABILITY FEE

The Service Provider Number Portability Fee is an FCC mandate that ensures all Americans have the ability to keep their existing telephone number at the same location when changing local telephone service providers, promote competition in the local telephone market and to implement number portability service without degradation in the quality of telecommunications service. Number portability is a fixed, monthly charge through which companies may recover certain costs of providing number portability service. Companies may continue to assess the number portability charge on customers' telephone bills for a period of 5 years from the date the telephone company first begins collecting the charge. Number portability charges are assessed to each telephone line hence multi-line accounts will be billed for each telephone line. The telephone number portability charge is not a tax. Neither the FCC nor any other government agency receives the fees collected. **Lifeline eligible customers are exempt from the Number Portability charge.** All customers in all trading partners will be affected by the number portability surcharge.

Service Provider Number Portability Fee

Minimum	Maximum
\$0.23	\$0.45

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SECTION 4 - RATES, Continued**4.8 SERVICE PROVIDER NETWORK ACCESS SERVICES FEE**

The Service Provider Network Access Services fee is a Curatel, LLC charge placed on every customer account. The surcharge is a combination of charges and fees related to the preparation of billing, mediation, printing, postage and handling of accounts. The charge is a per account basis not per telephone line. Therefore, multi-line accounts will only receive one Network Access Services fee. The charge will appear on the bill in the taxes and surcharges section.

Service Provider Network Access Service Fee

Minimum	Maximum
\$1.56	\$3.10

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SECTION 5 - PRO.MOTIONAL OFFERINGS

5.1 GENERAL

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed and approved by the Commission before it is offered to Customers.

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SECTION 5 - PROMOTIONAL OFFERINGS, Continued

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SECTION 5 - PROMOTIONAL OFFERINGS, Continued

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EFFECTIVE RATE SCHEDULE**1.1 BASIC BUSINESS SERVICE****1.1.1 Rates**

- A. Service Establishment
To process an order for service (per line, per order): \$67.00
- B. Service Charge
Initial Line (per line, per month): \$ 9.30
Each Additional Line (per line, per month): \$10.57
- C. Long Distance Access \$ 2.85
- D. Usage Based IntraLATA Toll Service

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.0278	\$0.0088
3	\$0.0676	\$0.0151
IntraLATA	\$0.1090	\$0.1090

Off- Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.0195	\$0.0061
3	\$0.0473	\$0.0105
IntraLATA	\$0.0890	\$0.0890

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EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued****1.1.1 Rates, Continued****E. Hunting Services Charge**

	Recurring Charge	Non-Recurring Charge
Per line	\$0.50	\$30.00

F. Business Custom Calling Features

	Recurring Charge	Non-Recurring Charge
Anonymous Call Rejection	\$3.70	\$5.70
Call Forwarding	\$3.89	\$5.70
Three Way Calling	\$3.89	\$5.70
Speed Calling 8	\$3.89	\$5.70
Speed Calling 30	\$5.56	\$5.70
Call Forwarding Busy/Don't Answer	\$3.99	\$5.70
Voice Mail (not available in a bundle)	\$7.55	\$9.95
Call Waiting	\$3.89	\$5.70
Distinctive Ringing	\$4.65	\$5.70
*69 Call Return	\$4.65	\$5.70
*66 Repeat Dialing	\$4.65	\$5.70
Selective Call Acceptance	\$4.65	\$5.70
Selective Call Rejection	\$4.65	\$5.70
Selective Call Forward	\$4.65	\$5.70
Call Trace	\$4.65	\$5.70
Call Trace – Law Enforcement	\$0.00	\$0.00
Caller ID and Call Name Delivery	\$7.12	\$5.70
Call ID Blocking	\$0.00	\$0.00
Call Waiting ID	\$3.00	\$5.70

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EFFECTIVE RATE SCHEDULE, Continued**1.1 BASIC BUSINESS SERVICE, Continued****1.1.2 Rates, Continued****G. Per Use Features**

*69 Call Return	\$0.95
*66 Repeat Dialing	\$0.95
Three Way Calling	\$0.95

H. Business Packaged Service Plans

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EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

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EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

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EFFECTIVE RATE SCJ3EDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

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EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

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EFFECTIVE RATE SCHEDULE, Continued

1.1 BASIC BUSINESS SERVICE, Continued

1.1.1 Rates, Continued

H. Business Packaged Service Plans, Continued

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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE****1.2.1 Rates****A. Service Establishment**

To process an order service	
(per line, per order):	\$33.00

B. Service Charge

(per line, per order):	\$16.95
------------------------	---------

C. Long Distance Access \$4.95**D. Usage Based IntraLATA Toll Service**

Peak Period Rate (Mondays through Fridays from 6:00 a.m. to 5:59 p.m.)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.000	\$0.000
IntraLATA	\$0.000	\$0.000

Off-Peak Period Rate (all non-peak periods plus recognized holidays)		
Access Area	First Minute	Add'l Minute
1 & 2	\$0.000	\$0.000
3	\$0.000	\$0.000
IntraLATA	\$0.000	\$0.000

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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC FLESIDENTIAL SERVICE, Continued****1.2.1 Rates, Continued****D. Individual Residential Toll Calling Plans**

Plan Name	Monthly Recurring Charge
Silver	\$16.75
Gold	\$19.75
Platinum	\$24.75

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EFFECTIVE RATE SCHEDULE, Continued**BASIC FLESIDENTIAL SERVICE, Continued**

1.2.1 Rates, Continued

E. Individual Residential Toll Calling Plans

	Recurring Charge	Non-Recurring Charge
Anonymous Call Rejection	\$1.99	\$4.99
Call Forwarding	\$3.99	\$4.99
Three Way Calling	\$3.99	\$4.99
Speed Calling 8	\$3.99	\$4.99
Call Forwarding Busy/Don't Answer	\$3.99	\$4.99
Voice Mail (not available in a bundle)	\$4.99	\$4.99
Call Waiting	\$3.99	\$4.99
Call Waiting ID	\$3.99	\$4.99
Distinctive Ringing	\$3.99	\$4.99
*69 Call Return	\$3.99	\$4.99
*66 Repeat Dialing	\$3.99	\$4.99
Selective Call Acceptance	\$3.99	\$4.99
Selective Call Rejection	\$3.99	\$4.99
Selective Call Forward	\$3.99	\$4.99
Call Trace – Law Enforcement	\$5.00	\$4.99
Caller ID and Call Name Delivery	\$5.99	\$4.99
Call ID Blocking	\$0.00	\$0.00

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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued****1.2.1 Rates, Continued****G. Per Use Features**

*69 Call Return	\$0.95
*66 Repeat Dialing	\$0.95
Three Way Calling	\$0.95

1.2.2 Residential Packaged Service Plans**A. Silver**

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$16.75

B. Gold

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$19.75

C. Platinum

Non-Recurring Charge	Monthly Recurring Charge
\$33.00	\$24.75

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EFFECTIVE RATE SCHEDULE, Continued**1.2 BASIC RESIDENTIAL SERVICE, Continued****1.2.2 Residential Packaged Service Plans, Continued****D. Valor 3**

Non-Recurring Charge	Monthly Recurring Charge
\$4.99	\$4.99

E. Valor 10

Non-Recurring Charge	Monthly Recurring Charge
\$4.99	\$9.99

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EFFECTIVE IRATE SCHEDULE, Continued

1.3 RESIDENTIAL LIFELINE SERVICE

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EFFECTIVE RATE SCHEDULE, Continued

1.3 RESIDENTIAL LIFELINE SERVICE, Continued

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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES****1.4.1 Change Charges, Service Charges**

A. To change class, type, or grade of service (per line or trunk, per order):

	Non-Recurring Charge	Monthly Rate
PIC Change Charge	\$15.00	N/C
Regrade to ULTS	\$7.50	N/C
Move Order (non-LIFELINE)	\$33.00	N/C
Move Order (LIFELINE)	\$10.00	N/C
Telephone Number Change	\$29.99	N/C
Remove Voice Mail	\$4.99	N/C
Remove feature (a la carte)	\$4.99	N/C
Call Trace	\$4.99	N/C
Reinstate from Suspend		N/C
Residential Customers	\$29.99	N/C
Business Customers	\$35.00	N/C
Change Bill Responsibility	\$10.00	N/C
Change Bill Language	\$5.00	N/C
Bundle Feature Change	\$4.99	N/C
Bundle Upgrade	\$4.99	N/C
Bundle Downgrade/Change	\$4.99	N/C
Remove *66 Blocking /*69	\$4.99	N/C
Blocking		N/C
Remove other restrictions	\$4.99	N/C
Remove Inside Wire	\$4.99	N/C

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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued****1.4.1. Change Charges, Service Charges, Continued****A. Service Charges**

25 Pair Termination Blocks		
	Flat Rate	Timed Rate
Installation, per 25-pair cable complement installed	\$125.00	N/C
Rearrangements	N/C	\$85.00/ 1st Hour
		\$21. 50/15 min. for each
Jacks, connect work only		
Installation, first station	\$125.00	N/C
Installation, second through fifth station, per station	\$50.00	N/C
Installation, sixth + stations, per station	\$50.00	N/C
Missed appointment Charge	\$50.00	N/C

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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued****1.4.1 Change Charges, Service Charges, Continued****C. Repairs****1. Business Repair Service Insurance**

Monthly recurring	Non-recurring
Charge, per line covered	Charge, per line covered
\$4.00	\$4.00

2. Residential Repair Service Insurance

Monthly recurring Charge, per line covered	Non-recurring Charge, per line covered
\$3.50	\$0.00

3. Repair Charges - Uninsured Customers

Time	Rate
First Hour	\$85.00 (one hour minimum)
Additional Hours:	
1 to 15 minutes	\$21.25
16 to 30 minutes	\$42.50
31 to 45 minutes	\$63.75
46 to 60 minutes	\$85.00

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EFFECTIVE RATE SCHEDULE, Continued

1.4 MISCELLANEOUS RATES AND CHARGES, Continued

1.4.2 Directory Listings; Distribution of Directories

Listing Status Change Fee, Per Change	\$4.99
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1.4.3. Non-Published Service

Non-published Service Charge, Monthly	\$0.49
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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued****1.4.4. Directory Assistance****A. Intrastate Directory Assistance (standard query)**

	Charge
Business (per call)	\$0.95
Residence (per call)	\$0.49

B. National Directory Assistance (standard query)

	Charge
(per call)	\$0.95

C. Reverse Directory Assistance

	Charge
(per call)	\$0.95

D. Directory Assistance Call Completion (automated and semi-automated)

	Charge
Connection (per call)	
Business	\$0.49
Residence	\$0.49
Usage	
First Minute	\$0.05
Second Minute	\$0.05

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EFFECTIVE RATE SCHEDULE, Continued**1.4. MISCELLANEOUS RATES AND CHARGES, Continued****1.4.1 Operator Services****A. Per Call Charges****1. Basic Operator (operator handled, sent-paid station-to-station service)**

	Charge (per call)
Live Operator	\$1.65
Automated	\$0.95

2. Calling Card (station-to-station call charged to acceptable telephone company calling card)

	Charge (per call)
Live Operator	\$1.90
Automated	\$0.95

3. Third-Party Billing/Collect (station-to-station service)

	Charge (per call)
Live Operator	\$3.60
Automated	\$1.80

4. Person-to-Person Service

Charge (per call)	\$4.00
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EFFECTIVE IRGTE SCHEDULE, Continued**1.4 MISCELLANEOUS RATES AND CHARGES, Continued****1.4.5 Operator Services, Continued****A. Per Call Charges, Continued****5. Busy Line Verification (BLV) and Emergency Interrupt (EI)**

	Charge (per call)
BLV	\$3.00
EI	\$6.00

B. Usage Charges (Usage billed in one minute increments. Usage rounded up to the next full one minute increment.)

First Minute	\$0.05
Second Minute	\$0.05

1.4.6. End User Common Line Charge (for interstate access; included in tariff for informational purposes only)**A. Qwest Service Area**

	Charge
Primary Residential Line, Single Line Business, per month	\$6.31
Additional Residential Lines, per line, per month	\$6.31

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EFFECTIVE RATE SCHEDULE, Continued

1.4 MISCELLANEOUS RATES AND CHARGES, Continued

1.4.7 Non-Recurring Service Fees

A. Check Returned Fee

Company will bill Customer a one-time charge of \$15.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

B. Late Payment Fee

A Late Payment Fee of 1.5% per month will be charged if a Customer's past due balance is more than \$10.00.

C. Telephone Payment Convenience Fee

Customer may elect to pay the Company's bills over the telephone by charging the billed amount to an acceptable MasterCard or Visa credit card account in Customer's name. A non-recurring fee of \$9.95 will be assessed for use of this payment option.

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EFFECTIVE RATE SCHEDULE, Continued**1.4 MISCELLANEOUS UTES AND CHARGES, Continued****1.4.8 Toll Blocking and Long Distance Blocking**

	Recurring Charge (per line, per month)
Toll Blocking	\$2.99
Long Distance Blocking	\$2.99

Subscribers adding Toll Blocking or Long Distance Blocking after service over an affected telephone line has already been established will be assessed a nonrecurring service change fee of \$4.99.

1.5 SERVICE PROVIDER NUMBER PORTABILITY FEE

Service Provider Number Portability \$0.34

1.6 SERVICE PROVIDER NETWORK ACCESS SERVICES FEE

Service Provider Network Access Service Fee \$2.33

Issued: May 9, 2007
Issued By:

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Curatel, LLC
1605 W Olympic Blvd
Los Angeles, CA 90015

EXHIBIT D



Financial Statements 2006-2007

CURATEL, LLC

Statement of Income For The Year Ended January 31, 2007

REVENUES:

Revenue from Telecom Services	\$ 15,092,995.00
Deferred Revenue	<u>\$ (113,440.00)</u>
TOTAL REVENUE	\$ 14,979,555.00

EXPENSES:

Cost of Services	\$ 8,656,329.00
Selling, General & Administrative	\$ 4,784,298.00
Inventory Write Off	\$ 13,500.00
Depreciation & Amortization	<u>\$ 175,551.00</u>
TOTAL EXPENSES	\$ 13,629,678.00

OPERATING INCOME: \$ 1,349,877.00

NET PROFIT: \$ 1,349,877.00

CURATEL, LLC

Balance Sheet Statement as of January 31, 2007

ASSETS

CURRENT ASSETS

Cash \$ 300,000.00

Accounts Receivable \$ 4,555,679.09

TOTAL CURRENT ASSETS \$ 4,855,679.05

PROPERTIES AND EQUIPMENT

Equipment \$ 117,076.89

Office Furniture & Fixtures \$ 111,447.52

Leasehold \$ 66,326.58

TOTAL PROPERTY & EQUIPMENT \$ 294,850.99

TOTAL OTHER ASSETS \$ 1,400.00

TOTAL ASSETS \$ 5,151,930.04

LIABILITIES

CURRENT LIABILITIES

Accounts Payable \$ 1,984,311.67

Other Current Liabilities \$ 818,464.26

TOTAL LIABILITIES \$ 2,802,775.93

EQUITY

MEMBER'S EQUITY

Members Capital \$ 200,000.00

Retained Earnings \$ 2,149,153.84

TOTAL MEMBER'S EQUITY \$ 2,349,153.84

TOTAL LIABILITIES AND MEMBER'S EQUITY \$ 5,151,929.77

CURATEL, LLC

Statement of Income For The Year Ended January 31, 2006

INCOME

Revenue for Telecom Services	\$ 6,523,371.34
Deferred Revenue	<u>\$ (174,509.00)</u>
TOTAL INCOME	\$ 6,348,862.34

EXPENSES

Cost of Services	\$ 3,217,245.61
Selling, General & Administrative	<u>\$ 2,332,339.00</u>
TOTAL EXPENSES	\$ 5,549,584.61

OPERATING INCOME	\$ 799,277.73
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NET INCOME	\$ 799,277.84
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CURATEL, LLC

Balance Sheet Statement as of January 31, 2006

ASSETS

CURRENT ASSETS

Cash	\$ 180,000.00
Accounts Receivable	\$ 2,733,596.10
Inventory	\$ 13,500.00
TOTAL ASSETS	\$ 2,927,096.10

LIABILITIES

CURRENT LIABILITIES

Accounts Payable	\$ 1,264,900.88
Other Current Liabilities	\$ 662,917.00
TOTAL LIABILITIES	\$ 1,927,817.88

EQUITY

MEMBER'S EQUITY

Members Capital	\$ 200,000.00
Retained Earnings	\$ 799,277.84
TOTAL MEMBER'S EQUITY	\$ 999,277.84

TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 2,927,095.72
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